

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

DENTONS EUROPE CS LLP, a limited liability partnership registered in England and Wales,

Plaintiff,

V.

GUIDRY & ASSOCIATES, INC., a Texas corporation, GUIDRY SURGE, LLC, a Nevada corporation, THE GUIDRY GROUP, LLC, a Texas corporation,

Defendants.

CAUSE NO.

JURY REQUESTED

PLAINTIFF'S ORIGINAL COMPLAINT AND JURY REQUEST

Plaintiff Dentons Europe CS LLP (“Dentons Europe”) files its Original Complaint against Guidry & Associates, Inc., Guidry/Surge Limited, Guidry/Surge LLC, and The Guidry Group, LLC (collectively “Guidry”) and respectfully shows the Court the following:

INTRODUCTION

1. Through this litigation, Dentons Europe seeks to recover over \$4.7 million in unpaid legal fees from Guidry that were billed or incurred between March 31, 2020 and August 2022, due within 28 days of invoicing. Dentons Europe has attempted to resolve this matter through negotiations, but has received no helpful response and is forced to file this lawsuit.

PARTIES

2. Dentons Europe is part of Dentons Group (a Swiss Verein), an international law firm. Dentons Europe is a limited liability partnership registered in England and Wales with Registration Number OC 340214. Dentons Europe operates legal practices in Czechia and Slovakia through separate offices (branches) in Prague

and Bratislava respectively. The client engagement from which this complaint arises was entered into by Dentons Europe's Prague branch, with its place of business at V Celnici 1034/6 Prague 1, 110 00 Czech Republic.

3. Defendant Guidry & Associates, Inc. is a former client of Dentons Europe. Guidry & Associates, Inc. is a Texas corporation with the principal place of business at 20821-D Eva Street Suite 46 Montgomery TX 77356.

4. Guidry & Associates, Inc. signed an engagement letter for Dentons Europe to act or provide services for Guidry & Associates, Inc., Guidry/Surge Limited and related affiliates of such companies.

5. Guidry/Surge Limited is a Malta company with the principal place of business at 45/1 TRIQ L-ISQOF F.S. CARUANA, MSIDA MSD 1412. On information and belief, Guidry/Surge Limited is owned by Defendant Guidry/Surge LLC, a Nevada limited liability company owned 100% by Michael Guidry, with the principal place of business at 601 E Charleston Blvd Ste 100 Las Vegas Nevada.

6. On information and belief, Defendant The Guidry Group, LLC, a Texas limited liability company, is an affiliate of Guidry & Associates Inc. with the principal place of business at 20821-D Eva Street Suite 46 Montgomery TX 77356.

VENUE AND JURISDICTION

7. This Court has jurisdiction over this matter under 28 U.S.C. §1332(a). The amount in controversy exceeds \$75,000 and, on information and belief, there is diversity of citizenship between Plaintiff and Defendants. Plaintiff is an English limited liability partnership with a principal place of business in the Czech Republic. Defendants are citizens of Texas and Nevada.

8. Venue is proper here because Plaintiff's claims arise out of Defendants' conduct in Montgomery, Texas.

FACTUAL BACKGROUND

9. On or about September 26, 2019, Michael Guidry, on behalf of Guidry & Associates, Inc., Guidry/Surge Limited "and related affiliates of such companies" entered into an engagement agreement with Dentons Europe (the "Engagement Agreement"). A true and correct copy of this Engagement Agreement is attached hereto as Exhibit A.

10. The Engagement Agreement provided that Dentons Europe would provide legal services to Guidry & Associates Inc., Guidry/Surge Limited and related affiliates of such companies in connection with the development, financing, construction and operation and maintenance of the New Port of Susah, Libya (the "Proposed Transaction").

11. The Engagement Agreement provided that Dentons Europe required payment of all fees and expenses within 28 days of invoicing and provided for interest on outstanding fees and expenses after 30 days at 8% per year.

12. The Engagement Agreement was accepted and agreed to by Michael Guidry on behalf of Guidry & Associates, Inc. as of September 26, 2019. On information and belief, Michael Guidry is the 100% shareholder of Guidry & Associates Inc., the 100% UBO of Guidry/Surge Limited and the CEO of the Guidry Group.

13. Dentons Europe performed legal services pursuant to the Engagement Agreement and as directed by Guidry.

14. Dentons Europe invoiced Guidry for legal services performed pursuant to the Engagement Agreement.

15. Dentons Europe has not been paid for legal services and costs invoiced and detailed as follows:

Invoice No.	Date of invoice	Invoice amount in USD	Invoiced entity
272000433	31.03.2020	10,000	Mr. Michael Guidry Guidry & Associates, Inc. 43 Benthaven Isle Montgomery, TX 77356, USA
272000432	31.03.2020	784,843.87	Mr. Michael Guidry Guidry & Associates, Inc. 43 Benthaven Isle Montgomery, TX 77356, USA
272002330	21.12.2020	1,235,102.58	The Guidry Group 20821-D Eva Street Suite 46 Montgomery TX 77356, USA
272002331	21.12.2020	431,230.16	The Guidry Group 20821-D Eva Street Suite 46 Montgomery TX 77356, USA
272100625	23.04.2021 (invoice cancelled – returned to WIP)	899,874.62	The Guidry Group 20821-D Eva Street Suite 46 Montgomery TX 77356, USA
272100626	23.04.2021 (invoice cancelled – returned to WIP)	87,635	The Guidry Group 20821-D Eva Street Suite 46 Montgomery TX 77356, USA
272101034	02.07.2021 (invoice cancelled – returned to WIP)	444,908.27	The Guidry Group 20821-D Eva Street Suite 46 Montgomery TX 77356, USA
272101035	02.07.2021 (invoice cancelled – returned to WIP)	62,348.21	The Guidry Group 20821-D Eva Street Suite 46 Montgomery TX 77356, USA
WIP ***** / SMP	11.08.2022 Not yet billed (draft invoices)	669,435.53	The Guidry Group 20821-D Eva Street Suite 46 Montgomery TX 77356, USA
WIP ***** / SMP	11.08.2022 Not yet billed (draft invoices)	69,190	The Guidry Group 20821-D Eva Street Suite 46 Montgomery TX 77356, USA
WIP ***** / SMP	11.08.2022 Not yet billed (draft invoices)	41,085.15	The Guidry Group 20821-D Eva Street Suite 46 Montgomery TX 77356, USA
	Total	USD \$4,735,653.39	

16. Dentons Europe attempted to collect these invoices and other amounts due through informal discussions and emails with Guidry.

17. When these informal attempts proved unsuccessful, Dentons Europe retained a collection agency, Mayfair & West Limited, which also attempted collections.

18. Mayfair & West Limited has not yet been able to recoup any funds from Guidry.

19. As of the date of this filing, Guidry owes a principal amount of \$4,735,653.39 in unpaid legal fees and costs. As detailed above, this amount is subject to interest at 8% per annum pursuant to the Engagement Agreement.

20. Dentons Europe are also entitled to a success fee of 20% of aggregate billing at financial close (it is unknown if there has been a financial close).

21. Dentons Europe also seeks pre and post judgment interest as appropriate, as well as the costs of retaining a collection agency and in bringing this suit.

COUNT I
BREACH OF CONTRACT

22. Dentons Europe incorporates by reference paragraphs 1 through 21 as if fully set forth herein.

23. On or about September 26, 2019, Dentons Europe entered into a valid, enforceable written Engagement Agreement with Guidry.

24. Pursuant to the Engagement Agreement, Guidry agreed to pay all fees and expenses within 28 days of invoicing.

25. Pursuant to the Engagement Agreement and as agreed with Guidry, Dentons Europe provided legal services.

26. Dentons Europe issued invoices and incurred fees and costs providing legal services to Guidry, beginning with an invoice on March 31, 2020.

27. As to the fees and costs where Dentons has not yet issued the invoice to Guidry, Dentons is entitled to such fees and costs because Dentons provided these legal services as agreed in the Engagement Letter and/or otherwise agreed with Guidry.

28. To date, Dentons Europe has not been paid for any of the \$4,735,653.39 due in principal legal fees and costs.

29. Guidry thus breached the Engagement Agreement and remains in breach to this day.

30. Dentons Europe seeks monetary damages proximately caused by Guidry's breach of contract, including, but not limited to, the fees and costs due of \$4,735,653.39.

31. Dentons Europe also seeks reasonable and necessary attorneys' fees in bringing this lawsuit for Guidry's breach of contract.

32. Dentons Europe also seeks the costs of retaining a collection agency on this matter.

33. Dentons Europe also seeks interest of 8% per annum on outstanding amounts as provided by Engagement Agreement together with pre and post judgment interest as provided under Texas law or awarded by this Court.

CONDITIONS PRECEDENT

34. All conditions precedent to recovery have been performed or satisfied.

DEMAND FOR JURY TRIAL

35. Demand is hereby made for trial by jury.

PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Plaintiff Dentons Europe respectfully prays for:

Enter judgment against Defendants along with an assessment and award of (i) actual damages, (ii) prejudgment and post-judgment interest as provided by

law, (iii) attorneys' fees, costs, and expenses, (iv) the costs of retaining a collection agency, (v) court costs and other taxable expenses allowed by law, and (vi) for such other and further relief, at law or in equity, to which Plaintiff may show itself justly entitled.

Dated: March 28, 2024

Respectfully submitted,

/s/Leanna M. Anderson

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